

On November 6, 2006, the Montana Department of Environmental Quality (“DEQ”) entered into an Interim Settlement Agreement and Compromise of Bankruptcy Claims (“Agreement”) with Trinity Railcar Repair, Inc. (“TRRI”), Trinity Industries, Inc., CMC Heartland Partners and Heartland Partners, L.P to settle certain claims related to the Miles City Railyard CECRA Facility. As part of the Agreement, TRRI has agreed to complete the Remedial Investigation/Feasibility Study (“RI/FS”) for the Facility. In conjunction with the RI/FS, DEQ will be soliciting public comment on the final draft RI Report submitted by TRRI to DEQ and the final draft FS Report submitted by TRRI to DEQ. DEQ will also be soliciting public comment on the draft Proposed Plan prepared by DEQ.

STATE OF MONTANA v. TRINITY RAILCAR REPAIR, INC., et al., and Consolidated Cases,
No. DV 04-131

and

JUNE 10, 2004 CECRA DEMAND LETTER

**INTERIM SETTLEMENT AGREEMENT AND COMPLETE COMPROMISE OF
BANKRUPTCY CLAIMS**

APPLICABLE USE RESTRICTIONS AND PRIVILEGES ATTACH

I. BACKGROUND

1. This Interim Settlement Agreement and Complete Compromise of Bankruptcy Claims (“Agreement”) is made and entered into this 6th day of November, 2006, by and between Trinity Railcar Repair, Inc. (“TRRI”), Trinity Industries, Inc. (“TII”) (together the “Trinity Parties”), CMC Heartland Partners and Heartland Partners, L.P. (together the “Heartland Defendants”), and the Montana Department of Environmental Quality (“DEQ ”);
2. WHEREAS, on September 7, 2004, TRRI filed a complaint in this matter in Montana’s Sixteenth Judicial District, Custer County (the “Montana Court”) pursuant to Mont. Code Ann. §27-8-201, §75-10-701 *et. seq.*, certain alleged indemnity agreements and Article II, Section 3 of the Montana Constitution against the Heartland Defendants regarding the environmental contamination at the Miles City, Montana Railyard (the “TRRI Complaint”);
3. WHEREAS, on February 11, 2005, the Heartland Defendants filed counterclaims against TRRI and a third party complaint against TII seeking contribution from the Trinity Parties for their alleged responsibility for certain of the contamination at the Miles City Railyard (the “Heartland Complaint”);
4. WHEREAS, on September 15, 2005, the DEQ intervened as a third party Plaintiff under the Montana Comprehensive Environmental Cleanup and Responsibility Act (herein after referred to as “CECRA”), Mont. Code Ann. § 75-10-101, *et. seq.*, the Montana Water

Quality Act, Mont. Code Ann. § 75-5-101, *et. seq.*, and public nuisance principles, seeking abatement of an alleged imminent and substantial endangerment to the public health, safety, and welfare and to the environment and to recover costs that DEQ has incurred and will continue to incur in connection with remedial action activities attributable to or associated with releases and threats of releases of hazardous or deleterious substances at and resulting from the Miles City Railyard (the “DEQ Complaint”);

5. WHEREAS, the Heartland Defendants have filed counterclaims for contribution under CECRA against both TRRI and TII in response to the DEQ Complaint;
6. WHEREAS, on April 28, 2006, the Heartland Defendants filed petitions for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”), thereby commencing the Cases.
7. WHEREAS in or about September of 2006, DEQ, the Trinity Parties and the Heartland Defendants reached a settlement regarding their claims against one another, including but not limited to the above-described claims, and memorialized the principal terms of that settlement in a Settlement Term Sheet dated September 29, 2006 and executed October 2, 2006. The terms, agreements, obligations and provisions of the Settlement Term Sheet are merged into and substantially set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. JURISDICTION AND GENERAL PROVISIONS

8. This Agreement is entered into voluntarily by DEQ, the Trinity Parties and the Heartland Defendants. Upon entry of the Settlement Order, this Agreement shall apply to, and become

binding upon, DEQ, the Trinity Parties and the Heartland Defendants and each of their predecessors, successors, assigns, officers, directors, shareholders, employees and agents. Any change in ownership or corporate status of any of the Parties or any transfer of assets, including any real or personal property, by any of the Parties, shall not alter such Parties rights or responsibilities under this Agreement.

9. For the purpose of effectuating this Agreement and for the Montana Court's approval of the Agreement, the Parties jointly and individually waive all objections and defenses they may have to the subject matter or personal jurisdiction of the Montana Court over the claims and individual entities that are the subject of the TRRI, Heartland and DEQ Complaints. The Montana Court shall have continuing jurisdiction to enforce this Agreement, and the Bankruptcy Court shall retain jurisdiction to enforce and interpret its Settlement Order and the Agreement.
10. The Parties acknowledge that this Agreement has been negotiated in good faith and that the actions undertaken in accordance with this Agreement do not constitute an admission of any liability by any Party. Where any difference exists, the terms of this Agreement shall prevail over the terms of the Settlement Term Sheet dated September 29, 2006 and executed October 2, 2006.
11. All Parties shall use their best efforts to ensure that, as necessary, their respective contractors, subcontractors, agents and representatives receive a copy of this Agreement and comply with this Agreement. All Parties shall be responsible for any noncompliance with this Agreement caused by the acts or omissions of their respective contractors, subcontractors, agents or representatives.

12. Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind their respective Party to this Agreement.

III. DEFINITIONS

13. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CECRA, or in regulations promulgated under CECRA, shall have the meaning assigned to them in CECRA or in such regulations. Whenever terms listed below are used in this Agreement or in appendices attached hereto and incorporated herein, the following definitions shall apply:

- a. "Cases" shall mean the bankruptcy cases filed in the Bankruptcy Court in 2006, by each entity that is a debtor under consolidated case number 06-04759 (the "Cases") on or about April 28, 2006.
- b. "CECRA" shall mean the Comprehensive Environmental Cleanup and Responsibility Act, §§ 75-10-701, MCA *et. seq.*
- c. "Confirmation Order" shall mean an order entered by the Bankruptcy Court with jurisdiction over the Cases which confirms a plan of liquidation for the Heartland Defendants.
- d. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

- e. “Deliverable” shall mean those documents specified in Paragraph 37 of this Agreement, as well as any associated documents such as a Sampling and Analysis Plan or Quality Assurance Project Plan (“QAPP”).
- f. “DEQ ” shall mean the Montana Department of Environmental Quality and its authorized representatives and any successor departments or agencies.
- g. “Effective Date” shall mean the date ten (10) Days subsequent to the entry upon the Case docket of an Order confirming the Heartland Defendants’ Plan.
- h. “Facility” shall mean the Miles City Railyard, as defined below, and all surrounding areas where hazardous or deleterious substances originating from the Railyard have come to be located.
- i. “Future Remedial Action Costs” shall mean all costs as defined in § 75-10-701(23), MCA, that DEQ will incur or pay at, or in connection with, the Facility from November 8, 2006 through the date of DEQ’s issuance of the Facility Record of Decision, plus Interest on all such costs which accrues pursuant to § 75-10-722, MCA.
- j. “Hazardous or Deleterious Substances” shall have the meaning of that term as defined in § 75-10-701(8), MCA.
- k. “Institutional Controls” shall mean non-engineered instruments, such as administrative and/or legal controls, that help to minimize the potential for human exposure to hazardous or deleterious substances and/or protect the integrity of a remedy by limiting land and/or resource use. Examples of Institutional Controls include easements and covenants, zoning restrictions, special building permit requirements, and well drilling prohibitions.

- l. "Interest" shall mean interest at the rate specified in § 31-1-106, MCA.
- m. "Miles City Railyard" shall mean that railyard property located in the City of Miles City, in Custer County, Montana within the Southwest quarter of Section 27, Township 8 North, Range 47 East M.P.M., with the approximate western boundary of North Montana Street and the approximate eastern boundary of Sewell Avenue (extended).
- n. "Montana Action" shall mean *Trinity Railcar Repair, Inc. v. CMC Heartland Partners et. al*, Cause No. DV 9-2004-131, Montana Sixteenth Judicial District Court, Custer County and all complaints and cross claims filed therein.
- o. "Montana Facilities" shall mean those sites identified in Appendix A.
- p. "Parties" shall mean TRRI, TII, the Heartland Defendants and DEQ.
- q. "Past Remedial Action Costs" shall mean all costs as defined in § 75-10-701(23), MCA, not previously reimbursed that DEQ has incurred or paid at, or in connection with, the Facility through November 7, 2006 plus Interest on all such costs which has accrued pursuant to § 75-10-722, MCA, through such date.
- r. "Plan" shall mean the plan of liquidation, as amended, that the Heartland Defendants are propounding in the Cases.
- s. "Settlement Agreement" or "Agreement" shall mean this Interim Settlement Agreement and Complete Compromise of Bankruptcy Claims and all appendices attached hereto. In the event of conflict between this Agreement and any appendix, this Agreement shall control.
- t. "Settlement Order" shall mean an Order entered by the Bankruptcy Court approving the Settlement Term Sheet Motion.

- u. "Settlement Term Sheet Motion" shall mean the Motion filed by the Heartland Defendants on or about October 9, 2006, seeking the entry of an Order from the Bankruptcy Court approving the Settlement Term Sheet.
- v. "State" shall mean the State of Montana.
- w. "Scope of Work" or "SOW" shall mean the Scope of Work for development of a Remedial Investigation Feasibility Study ("RI/FS") for the Facility, attached as Appendix B to this Agreement. The Heartland Defendants have no obligations under this Agreement with respect to completion of the SOW.
- x. "Work" shall mean all activities TRRI is required to perform under this Agreement.

IV. MUTUAL RELEASE OF THE HEARTLAND DEFENDANTS

14. Subject to the Allowed Claim and payments set forth in Paragraphs 20a and 20d and except as otherwise provided herein, upon entry of the Settlement Order, the Heartland Defendants, and each of their related entities, affiliates, and successors (including any trustee subsequently appointed), along with each of their assigns, principals, officers, directors, shareholders, agents, partners or former partners, employees, unitholders and environmental consultants (including, but not limited to LePetomane XVI, Inc. and its officers and shareholders, Atlatl, Inc. and Environ International Corporation) (together with the Heartland Defendants, "the Heartland Releasees") shall be and thereby are fully and completely released from any and all claims, actions, and losses, asserted or capable of assertion, known or unknown, (including those asserted in the Montana Action and the Cases) held by (a) DEQ, and (b) TRRI and TII, including, but not limited to, claims relating to, arising or emanating from, or existing on or under, any real or personal property now or formerly

owned or operated within the State by the Heartland Defendants, the Chicago, Milwaukee, St. Paul and Pacific Railroad (the "Milwaukee Road"), CMC Real Estate Corporation, or any other person or entity related thereto.

15. Notwithstanding anything herein to the contrary, the release of liability provided by DEQ and the Trinity Parties herein to entities other than the Heartland Defendants is limited solely to any liability arising from their work for or in connection with the Heartland Defendants with respect to environmental contamination of property located in the State, and is not intended to be a release of any liability those persons or entities may have that is independent of their relationship to the Heartland Defendants, or for matters unrelated to environmental contamination of property located in the State.

16. Without limiting the foregoing general release, subject to the Allowed Claim and payments set forth in Paragraphs 20a and 20d, and except as stated herein, upon entry of the Settlement Order:

(a) The Heartland Defendants shall have no further obligations relating to the historic operations at the Facility, including the "Historic Releases" and the "2002 Re-release" or any pumping facilities, monitoring wells, piping, equipment, buildings, or ponds located at the Facility;

(b) The Heartland Defendants shall have no further obligations relating to the June 10, 2004 CECRA demand letter from DEQ, or any other obligations under CECRA, the Montana Water Quality Act, statutory or common law nuisance, or any other statute administered or enforced by DEQ;

(c) The Heartland Defendants have no further obligations to DEQ, and are released from all liability under any past, current, or future statutory or common law causes of

action, relating to, or emanating from, all real or personal property formerly owned or operated in Montana by them or their predecessors (e.g., the Milwaukee Road or CMC Real Estate Corporation, etc.); and

(d) The Heartland Defendants will have no further obligations to DEQ for DEQ's remedial action costs, including staff oversight fees and attorneys' fees.

17. Upon entry of the Settlement Order, the Trinity Parties, along with each of their related entities and affiliates and each of their successors, assigns, officers, directors, shareholders, agents, and environmental consultants (collectively, "the Trinity Released Parties") shall be and thereby are fully and completely released by the Heartland Defendants from and for any and all claims asserted or capable of assertion, known or unknown, including, without limitation, any asserted or capable of being asserted in the Montana Action or the Cases. Notwithstanding anything herein to the contrary, the release of liability provided by the Heartland Defendants herein to entities other than the Trinity Parties is limited solely to any liability arising in connection with the Trinity Parties with respect to environmental contamination of property located in the State, and is not intended to be a release of any liability those persons or entities may have that is independent of their relationship to the Trinity Parties, or for matters unrelated to environmental contamination of property located in the State. Upon entry of the Settlement Order, TRRI's lessee, Transco, shall be released by the Heartland Defendants from and for any and all claims asserted or capable of assertion, known or unknown with respect to environmental contamination of property located in the State provided that Transco similarly releases the Heartland Defendants.
18. Upon entry of the Settlement Order, DEQ, and its predecessor and successor agencies, agents, and employees ("the DEQ Released Parties") shall be and thereby are fully and

completely released by the Heartland Defendants from and for all claims, actions and losses asserted or capable of assertion, known or unknown.

V. OBLIGATIONS OF THE HEARTLAND DEFENDANTS

19. The Heartland Defendants' obligations under this Agreement will include only the following:

- a. Making the payments and taking the other actions required herein.
- b. Upon written request by DEQ or TRRI or any of their authorized agents, providing to the requesting party (and if by TRRI or any of its authorized agents, at TRRI's expense) the originals or copies of all records relating to the Facility, and upon the request of DEQ, the originals or copies of all records relating to the other Montana Facilities. Any such request under this provision must be made within 6 months of the Effective Date.
- c. Transferring to TRRI or another entity specified by TRRI, by quitclaim deed, or by quitclaim bill of sale (as may be appropriate), to be prepared by TRRI (or another entity specified by TRRI) and acceptable to the Heartland Defendants, all pumping equipment, monitoring wells, piping, equipment, buildings, ponds and other personal property used in the diesel recovery and monitoring operations at the Facility, along with any easements or other rights of way owned by the Heartland Defendants in connection with the Miles City Railyard or the Facility. Prior to said transfer to TRRI, the Heartland Defendants shall provide reasonable access to areas owned, controlled or subject to easement to allow completion of the RI/FS and implementation of any selected remedy at the Facility. The Heartland Defendants represent to the best of their knowledge that, with respect to property owned by the Heartland Defendants, there are no liens or other

encumbrances on any such pumping equipment, monitoring wells, piping, equipment, buildings, ponds or other personal property used in the diesel recovery and monitoring operations at the Facility.

- d. To the extent the Heartland Defendants and their related entities as described in Paragraph 14 have not been dissolved and continue to exist after the Effective Date and to the extent the Heartland Defendants own or have any real property interest in any Montana Facility, providing reasonable cooperation to DEQ (at no expense to DEQ) in the remedial action with respect to any Montana Facility by allowing the placement of any appropriate Institutional Controls on property owned, subject to easement or otherwise controlled by the Heartland Defendants.
- e. Dismissing with prejudice any adversary proceeding against DEQ pending in the Cases including Adv. 06-01264 (provided however that to the extent DEQ fails to comply with its obligations to the Heartland Defendants hereunder, DEQ shall be deemed to have consented to the re-filing by the CMC Heartland Partners, if so re-filed within 30 days of the issuance of the Effective Date, of the claims originally raised at Adv. 06-01264, notwithstanding the dismissal with prejudice or any statute of limitations that may have expired in the interim) and, upon dismissal with prejudice of the Heartland Defendants from the Montana Action, dismissing the Heartland Complaint and any counterclaims then pending against the Trinity Parties or DEQ in the Montana Court.

**VI. THE HEARTLAND DEFENDANTS' PAYMENTS AND THE AGREED
BANKRUPTCY CLAIMS**

20. In consideration of the above releases and the other benefits conferred upon them by this

Agreement, at the time and in the manner set forth below, the Heartland Defendants shall:

- a. Disburse within 3 days of the Effective Date, a total of \$2.5 million, via cashier's checks sent via overnight delivery, from funds of the bankruptcy estate of CMC Heartland Partners in the amounts and to the addresses specified in Paragraph 24 (the "LOC Claim"). Upon receipt of such payments by the Montana Court, TRRI and DEQ, the Standby Letter of Credit number S583372 ("LOC") in the amount of \$2.5 million issued by LaSalle Bank, N.A. in favor of the Montana Court shall be deemed cancelled and the Parties shall be authorized and directed to take such steps as may be necessary to effectuate such cancellation.
- b. Irrevocably consent, and waive and relinquish any objections, to a draw upon the LOC by the Montana Court, as well as any motion filed by the Trinity Parties or DEQ to effectuate such a draw, but only to the extent the Heartland Defendants do not cause the \$2.5 million referenced in the preceding Paragraph to be disbursed within the time and in the manner specified herein.
- c. Cause TRRI to become the holder of an allowed, general unsecured claim in the amount of \$5,000,000, by stipulating to such claim in the Settlement Order, against CMC Heartland Partners, which claim shall not be subject to reduction, setoff, or disallowance (the "Allowed Claim"), which claim shall be treated as a Class 1D Claim under the Plan, provided that TRRI's distribution on the Allowed Claim shall be capped at \$800,000, notwithstanding any provision of 11 U.S.C. §§ 726 and 1129.

d. Cause TRRI to be the holder of a claim in the amount of \$250,000 against CMC Heartland Partners under the Plan by stipulating to such claim in the Settlement Order, entitled to treatment as an administrative expense claim under 11 U.S.C. § 503(b)(1) based, in part, on the actual and necessary costs that the Heartland Defendants would incur to further prosecute and defend their claims in the State, and to prosecute and defend their claims in the Cases and adversarial proceedings relating thereto. With respect to TRRI's claim for \$250,000 against the bankruptcy estate of CMC Heartland Partners, \$100,000 of such funds shall be paid, via cashier's check, to DEQ and \$150,000 of such funds shall be paid, via cashier's check, to TRRI within three (3) days of the Effective Date. DEQ shall place the \$100,000 in a special revenue fund, as provided for in § 17-2-102(1)(b)(i), MCA, and that amount, together with all interest and earnings on that amount shall be held and maintained by DEQ only for use at the Montana Facilities.

21. Upon entry of the Settlement Order, DEQ shall be deemed to have, and shall have, assigned to TRRI all of DEQ's claims that have been asserted or could be asserted in the Cases against any of the Heartland Defendants. The Trinity Parties represent that they have not assigned or otherwise transferred their claims filed against the Heartland Defendants (or any of their affiliates) in the Bankruptcy Court, nor will they do so.
22. TRRI shall use its best efforts to maximize the recovery from the Allowed Claim at its own expense and DEQ shall receive from TRRI 35/80ths of any recovery that TRRI receives from the bankruptcy estate of each of the Debtors in the Cases for the Allowed Claim. Payment shall be made by TRRI to DEQ within five (5) Days of TRRI's actual receipt of good funds

or its equivalent for any recovery, shall be made to the following address, and shall reference
“CMC Montana Facilities”:

Montana Department of Environmental Quality
ATTN: Laura D. Vachowski
1100 N. Last Chance Gulch
Helena, MT 59601.

23. The payments contemplated to be made by the Heartland Defendants in Paragraphs 20 and

24 shall be made payable to the following persons and shall be sent to the following address:

If to DEQ, reference “Miles City Railyard Facility, org # 483747”:

Montana Department of Environmental Quality
ATTN: Laura D. Vachowski
1100 N. Last Chance Gulch
Helena, MT 59601
(406) 841-5000

If to the Montana Court, reference *Trinity Railcar Repair, Inc. v. CMC Heartland Partners et. al*, Cause No. DV 9-2004-131:

16th Judicial District - Custer County
1010 Main Street
Miles City, MT 59301-3419
(406) 874-3326

If to TRRI, reference *Trinity Railcar Repair, Inc. v. CMC Heartland Partners et. al*, Cause No. DV 9-2004-131:

Trinity Railcar Repair, Inc.
c/o S. Theis Rice
2525 Stemmons Freeway
Dallas, Texas 75207
(214) 589-8170

VII. USE OF THE LOC CLAIM FUNDS

24. The \$2.5 million LOC Claim shall be disbursed by the Heartland Defendants in
accordance with the terms set forth in this Section.

(a) DEQ Past Remedial Action Costs. The Heartland Defendants shall disburse to DEQ a sum certain specified by DEQ equal in amount to DEQ's unreimbursed Past Remedial Action Costs relating to the Facility incurred through November 7, 2006. DEQ shall advise TRRI and the Heartland Defendants (by providing facsimile notice to counsel for the Heartland Defendants) of the amount of this disbursement no later than November 15, 2006. Payments to DEQ for its Past Remedial Action Costs shall be made to the following address and reference the "Miles City Railyard Facility, org # 483747":

Montana Department of Environmental Quality
ATTN: Laura D. Vachowski
1100 N. Last Chance Gulch
Helena, MT 59601.

(b) TRRI Past Costs. The Heartland Defendants shall disburse to TRRI \$500,000, representing a portion of the technical costs it has incurred in investigating site conditions at the Facility. Payments to TRRI shall be made to the following address:

Trinity Railcar Repair, Inc.
c/o S. Theis Rice
2525 Stemmons Freeway
Dallas, Texas 75207

(c) Trust Creation. Sums not otherwise disbursed in accordance with subsections (a) and (b) above shall be disbursed to the Montana Court to be held in trust by the Montana Court for use in implementation of the remedy selected by DEQ, acting pursuant to CECRA, in the Record of Decision (ROD) for the Facility. Additionally, pursuant to Paragraph 31, the trust may be used to reimburse DEQ for its Future Remedial Action Costs incurred prior to issuance of

the ROD to the extent not reimbursed by TRRI. Interest accrued on the trust will be placed in the trust and used for the same purposes as the principal of the trust.

25. Should the Heartland Defendants fail to make the required distributions described in Paragraph 24 and instead the Montana Court is forced to draw on the LOC, then the funds, once received by the Montana Court, shall be disbursed as needed so as to effectuate the distribution scheme specified in Paragraph 24 above.

VIII. APPROVAL OF THE BANKRUPTCY COURT

26. The Heartland Defendants have filed the Settlement Term Sheet Motion. The Heartland Defendants shall use their best efforts to have such motion heard by the Bankruptcy Court on or before November 7, 2006, provided however that any approval of the Settlement Term Sheet Motion shall not be deemed effective until the business day after entry upon the Case docket of an Order confirming the Heartland Defendants' Plan.
27. To ensure that the terms of this Agreement are fully enforceable against the Liquidating Trust to be established pursuant to the Plan, the Heartland Defendants hereby agree to exercise their best efforts to ensure that the Confirmation Order includes the following provisions:

With respect to the Debtors' liabilities arising in connection with any Court-approved settlement between and among the State of Montana, *ex rel.* Department of Environmental Quality, Trinity Industries, Inc. and Trinity Railcar Repair, Inc., the Liquidating Trust shall assume such liabilities and shall be bound by all of the Debtors' covenants, promises, releases, and obligations with respect thereto.

28. Additionally, should the Bankruptcy Court not provide the required approval of the Settlement Term Sheet Motion on or before November 7, 2006, then the Heartland

Defendants agree to (i) continue the hearing to approve their Disclosure Statement and Plan (the "Plan Documents"), by at least 30 days, (ii) extend by 30 days the time for DEQ and the Trinity Parties to object to the Plan Documents, and (iii) consent to any motion filed by the DEQ and/or the Trinity Parties to change their vote on the Plan.

29. Notwithstanding the foregoing, if the Bankruptcy Court does not enter both the Settlement Order and the Confirmation Order, which must include the provisions set forth in Paragraph 27 above (or substantially similar language), on or before December 1, 2006, then, unless DEQ and TRRI jointly agree in a writing provided to the Heartland Defendants to provide an extension of time, the Parties shall no longer have any obligations hereunder, except for the Heartland Defendants' obligation to continue the hearing on the Plan Documents, to extend the time to object thereto and to consent to any changes in vote requested by the Trinity Parties and DEQ. In the event that the Bankruptcy Court does not enter both the Settlement Order and the Confirmation Order, which must include the provisions set forth in Paragraph 27 above, (or substantially similar language) on or before December 1, 2006 or by such extension of this date jointly granted by DEQ and TRRI as provided in the proceeding sentence, this Agreement and the Settlement Term Sheet shall not be admissible as evidence for the purpose of establishing or defeating liability for the contamination at the Facility.

30. Upon entry of the Settlement Order and the Confirmation Order, and upon the Heartland Defendants' performance of all their obligations hereunder, including any related to issuance of payment, DEQ and the Trinity Parties shall file such notices or

motions (as may be appropriate) with the Montana Court to (a) dismiss with prejudice the Heartland Defendants from the pending Montana Action, and (b) continue the stay of the Montana Action as between the Trinity Parties and DEQ while TRRI completes the Remedial Investigation and Feasibility Study (RI/FS) as provided hereunder. TRRI's completion of the RI/FS is undertaken without admission of liability and with reservation of all rights and defenses. Any notices or motions staying the remainder of the Montana Action to allow completion of the RI/FS shall specify that the stay and dismissal of the Heartland Defendants is pursuant to the terms of a judicially approved Settlement Agreement, with the Montana Court retaining jurisdiction to enforce its terms or resolve any disputes arising thereunder.

IX. DEQ'S FUTURE REMEDIAL ACTION COSTS

31. TRRI shall reimburse DEQ, within 30 days of receipt of any DEQ invoice, for its reasonable Future Remedial Action Costs relating to the Facility. Trinity's obligation herein for DEQ's Future Remedial Action Costs is limited to reimbursement of DEQ's oversight and enforcement of TRRI's obligations under this Agreement (including TRRI's completion of the RI/FS). TRRI's obligation under this Paragraph shall not exceed \$200,000. If DEQ's Future Remedial Action Costs as described in this Section exceed \$200,000, then DEQ may direct the Montana Court to have these additional costs reimbursed from the trust funds, which TRRI and TII shall not oppose.

X. SETTLEMENT TERMS PERTAINING TO TRRI

32. Upon entry of an order by the Montana Court approving this Agreement, TRRI (or any entity designated by TRRI and approved by DEQ, which approval shall not be

unreasonably withheld) shall assume responsibility for the diesel recovery and monitoring operations currently being conducted, or previously conducted, at the Facility by the Heartland Defendants, and shall continue such operations to DEQ's reasonable satisfaction until the earlier of ninety (90) Days after DEQ's issuance of the Facility ROD or July 1, 2009. In any future litigation by DEQ against TRRI or the approved designated entity, DEQ shall not assert that TRRI or the approved designated entity has liability as a current or former owner or operator of a "facility," as defined by CECRA, *solely* by virtue of having owned or operated a "facility" consisting of the diesel recovery and monitoring operations, or by having assumed responsibility for, and having owned or operated, the diesel recovery and monitoring operations previously conducted by the Heartland Defendants. Nothing herein shall preclude DEQ from asserting liability against TRRI or the approved designated entity with regard to CECRA liability that might arise from spills or other releases into the environment of hazardous or deleterious substances caused by TRRI or the approved designated entity in conducting the assumed diesel recovery and monitoring operations.

33. Upon the dismissal of the Heartland Defendants from the Montana Action as outlined in Paragraph 30, a stay of the remainder of the Montana Action as between DEQ and TRRI shall remain in force pending completion of the RI/FS and DEQ's issuance of the ROD.
34. During the stay of the Montana Action, TRRI, at its own expense, shall complete the RI/FS to DEQ's reasonable satisfaction as described below. TRRI's completion of

the RI/FS is undertaken without admission of liability and with reservation of all its rights and defenses.

XI. SETTLEMENT TERMS REGARDING TII

35. TII's sole obligation under the Settlement Agreement shall be to:

- a. Provide the release required of it under Paragraph 14; and
- b. Contingent upon approval of this Agreement by the Montana Court, TII guarantees to DEQ any obligation of TRRI hereunder, any agreement of TRRI to perform under a Consent Decree, or any obligation imposed upon TRRI by the Montana Court, as well as any obligation of any approved designated entity assuming the responsibilities described in Paragraph 32, said guarantee being limited to TII's expenditure or payment of \$500,000 (covering those amounts immediately disbursed to TRRI as part of the LOC Claim) plus any amounts withdrawn from the trust under Paragraph 31 for DEQ's Future Remedial Action Costs incurred between the date of this Agreement and the issuance of the ROD. All sums subject to the guarantee are not due unless TRRI is insolvent, in bankruptcy, or is otherwise unwilling or unable to perform any of its obligations hereunder, any Consent Decree obligations, or any obligations imposed by the Montana Court, and all monies in the trust created as part of the LOC Claim have been exhausted. At its sole option, TII may also satisfy this guarantee obligation with an escrow account or similar instrument acceptable to DEQ.

XII. COMPLETION OF THE RI/FS

36. TRRI shall complete the RI/FS to DEQ's reasonable satisfaction, including the activities outlined in the attached SOW. If DEQ makes the determination that any of

the outlined activities are not required to complete the RI/FS, it may waive that activity in writing.

Deliverables.

37. TRRI shall submit the following Deliverables to DEQ by the indicated deadline (subject to modification by DEQ or the Montana Court for good cause and/or force majeure):
- i. Revised Site History Report and RI Work Plan: 12/8/2006
 - ii. Draft RI Report: 1/15/2007
 - iii. Draft Risk Assessment Work Plan: 1/26/2007
 - iv. Draft Risk Assessment Report: 4/20/2007
 - v. Draft FS Work Plan: 7/1/2007
 - vi. Draft FS Report: 12/31/2007.
 - vii. Any other work plans or reports mutually agreed to by TRRI and DEQ submitted on the date established by DEQ and agreed to by TRRI.
38. TRRI shall submit three (3) hard copies and one (1) modifiable electronic copy of each Deliverable to DEQ.
39. Upon receiving any Deliverable, DEQ shall review the Deliverable and make redline/strikeout changes to the document that are consistent with DEQ's authority, then provide the revised document to TRRI along with any comments DEQ was unable to incorporate itself.
40. Upon receiving the DEQ modified document and associated comments, TRRI shall revise the document by incorporating all of DEQ's comments and submit the revised

version to DEQ within 30 Days of receipt of DEQ's comments and DEQ's revised document.

41. Upon completion of the solicitation of public comment as described in Paragraph 76, DEQ shall finalize the document commented upon by incorporating any appropriate public comment. Upon DEQ's request, TRRI shall assist DEQ in finalizing the document.

42. Upon request by TRRI within seven (7) Days of receipt of DEQ's revisions and comments to a Deliverable, DEQ shall meet with TRRI to discuss the comments. If DEQ is unable to meet with TRRI within fourteen (14) Days of TRRI's request, the 30 Day period in Paragraph 40 shall be extended to 45 Days. If DEQ agrees that its revisions/comments should be modified, TRRI shall revise the document in accordance with DEQ's modified direction. DEQ shall document any such decision by sending a letter to TRRI modifying its comments/revisions as soon as practicable after the meeting.

43. At the time any revised Deliverable is submitted to DEQ, TRRI shall concurrently submit a cover letter describing how each substantive DEQ comment was addressed and describing any additional substantive changes or additions in the resubmittal along with a justification for those changes or additions. TRRI shall provide a redline version showing changes made in the document from the prior submittal to DEQ, or alternately, the cover letter shall include a certification that no substantive changes other than those identified in the cover letter were made. Regarding DEQ revisions to the Deliverable, TRRI may elect to include in the cover letter submitted with the

revised Deliverable, a disclaimer that DEQ's conclusions or its required changes are DEQ's not TRRI's.

44. Neither failure of DEQ to expressly approve or disapprove of any submitted Deliverable within a specified time period, nor the absence of comments, shall be construed as approval by DEQ.

Selection of Contractors, Personnel.

45. All Work performed under this Agreement shall be under the direction and supervision of qualified personnel. Within 30 Days of the Effective Date, TRRI shall notify DEQ in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such Work. With respect to any proposed contractor, TRRI shall demonstrate that the proposed contractor has a quality system which substantially complies with ANSIIASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995, or most recent version), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP") to DEQ. The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QAR-2)," (EPA240/B-0 1/002, March 2001 or subsequently issued guidance) or equivalent documentation as determined by DEQ. The qualifications of the entities or persons whom TRRI intends to contract to undertake the Work for TRRI (other than HKM Engineering, Inc.) shall be provided to DEQ no less than 14 Days in advance of contracting so that DEQ can evaluate whether such entities or persons, to its reasonable satisfaction, meet minimum

technical background and experience requirements, and appear to be qualified to perform the actions set forth in this Agreement properly and promptly. If DEQ reasonably disapproves in writing of any entity or person with whom TRRI contemplates contracting then TRRI shall notify DEQ of the identity and qualifications of the proposed replacement within 30 Days of the written notice. If DEQ subsequently reasonably disapproves of the proposed replacement, DEQ reserves the right to terminate this Agreement and to itself conduct a complete RI/FS. During the course of the RI/FS, TRRI shall notify DEQ in writing of any changes or additions in the personnel used to carry out such Work, providing their names, titles, and qualifications. DEQ shall have the same right to disapprove changes and additions to personnel as it has hereunder regarding the initial notification.

46. Within 30 Days after the Effective Date, TRRI shall designate a Project Coordinator who shall be responsible for administration of all actions by TRRI required by this Agreement and shall submit to DEQ the designated Project Coordinator's name, address, telephone number, and qualifications. To the extent appropriate to perform his role, the Project Coordinator shall be present at the Facility or readily available during Work at the Facility. DEQ retains the right to reasonably disapprove of the designated Project Coordinator if believed by DEQ to be technically unqualified. If DEQ disapproves of the designated Project Coordinator, TRRI shall retain a different Project Coordinator and shall notify DEQ of that person's name, address, telephone number and qualifications within 30 Days following DEQ's disapproval. TRRI shall have the right to change its Project Coordinator, subject to DEQ's right to disapprove. TRRI shall notify DEQ 10 Days

before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notification. Receipt by TRRI's Project Coordinator of any notice or communication from DEQ relating to this Agreement shall constitute receipt by TRRI.

Implementation of Work Plans.

47. Within 15 Days of receipt of DEQ's approval of any work plan, TRRI shall begin implementing the work plan. All work plans shall be implemented by TRRI fully and timely, subject to the provisions for *force majeure* set forth in Paragraphs 67-69. All work plan activities shall be conducted in accordance with all applicable federal, state and local laws and regulations and shall be conducted in accordance with the approved work plan and any other relevant DEQ-approved Deliverable such as a Sampling and Analysis Plan or Quality Assurance Project Plan.

Modification of Work Plans.

48. If at any time during the RI/FS process, TRRI identifies the desirability of obtaining additional data, TRRI shall submit a memorandum documenting the justification for the additional data to DEQ within 15 Days of identification. DEQ shall determine whether the additional data will be collected by TRRI as part of the RI/FS, and whether it will be incorporated into plans, reports or Deliverables.
49. In the event of unanticipated or changed circumstances at the Facility discovered during the implementation of any work plan, TRRI shall notify DEQ within 24 hours of discovery of the unanticipated or changed circumstances. In the event that DEQ determines that the unanticipated or changed circumstances warrant changes in any work plan, TRRI shall modify or amend the affected work plan as reasonably directed

by DEQ and implement the modification or amendment as reasonably directed by DEQ.

50. If, after any work plan has been implemented, other work is determined by DEQ to be reasonably necessary for completion of the RI/FS, TRRI shall prepare a Supplemental Work Plan for the additional work as reasonably directed by DEQ and implement the approved Supplemental Work Plan as reasonably directed by DEQ.

Sampling.

51. Any results of sampling, tests, or other data (including raw data) generated or collected by TRRI, or on TRRI's behalf in connection with the Work, shall be submitted to DEQ, unless the requirement is waived by DEQ. TRRI shall, upon reasonable request by DEQ, submit to DEQ any requested modeling.
52. TRRI shall notify DEQ at least 10 Days prior to conducting any sampling activities at the Facility. Upon request of DEQ, TRRI shall allow split or duplicate samples to be taken by DEQ (or its authorized representatives) of any samples collected in implementing this Agreement. All samples collected by TRRI shall be analyzed by the methods identified in the DEQ-approved QAPP or as otherwise directed by DEQ.

Access to Information.

53. TRRI shall provide to DEQ upon DEQ's reasonable request, copies of and access to all documents and information within its possession or control or that of its contractors or agents (except documents subject to recognized privilege against disclosure, such as attorney-client communications and attorney-work product as long as TRRI produces to DEQ the list of documents withheld based on privilege as described in Paragraph 65) relating to Work performed pursuant to this Agreement,

including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, and correspondence. No claim of confidentiality or privilege shall be made with respect to any data, including, but not limited to: all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data at or around the Facility. TRRI shall also reasonably cooperate with DEQ in any DEQ investigation or information gathering by making available to DEQ at reasonable times, TRRI's employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

Meetings.

54. TRRI shall make presentations at, and participate in, meetings at the request of DEQ during the completion of the RI/FS. In addition to discussion of the technical aspects of the RI/FS, topics may include anticipated problems or new issues. Meetings shall be scheduled by DEQ, with appropriate notice. TRRI may request a meeting with DEQ at any time, and DEQ shall make arrangements to meet with TRRI at a mutually agreeable time.

Progress Reports.

55. Upon request by DEQ, TRRI shall provide quarterly progress reports to DEQ. At a minimum, these progress reports shall (1) describe the actions that have been taken to comply with this Agreement not previously reported to DEQ, (2) include all results of sampling and tests and all other data received by TRRI not previously provided to DEQ, (3) describe Work planned for the next quarter with schedules relating such Work to the overall project schedule for RI/FS completion, and (4) describe all problems encountered and any anticipated problems, any actual or anticipated delays,

and solutions developed and implemented to address any actual or anticipated problems or delays.

Emergency Response and Notification of Releases.

56. If during performance of the Work required by this Agreement, there is an action or occurrence arising from TRRI's actions in implementing that Work, and that action or occurrence causes or threatens a release of hazardous or deleterious substances from the Facility that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, then TRRI shall immediately take all appropriate action. TRRI shall take these actions in accordance with all applicable provisions of this Agreement, and all applicable state, federal and local laws and regulations to prevent, abate or minimize such release or endangerment caused or threatened by the release. TRRI shall also immediately notify DEQ of the incident or Facility conditions. In the event that TRRI fails to take appropriate response action as required by this Paragraph, then DEQ may take such action as it deems appropriate. Future Remedial Action Costs incurred by DEQ in itself conducting a response to an emergency situation are not part of this Agreement, but, with regard to such costs, DEQ reserves the right to seek recovery in the Montana Action or an additional action against TRRI (or any other party potentially liable under CECRA or any other provision of law).

Facility Access.

57. If the Miles City Railyard, or any other property where access is needed to implement this Agreement, is owned or controlled by TRRI, TRRI shall, commencing on the Effective Date, provide DEQ and its representatives, including contractors, with

access at all reasonable times to the Railyard, or such other property, for the purpose of conducting any activity related to this Agreement.

58. Where any action under this Agreement is to be performed in areas owned by or in possession of someone other than TRRI, TRRI shall use its best efforts to obtain all necessary access agreements within 30 Days after identifying the need for access, or as otherwise specified in writing by DEQ. TRRI shall immediately notify DEQ if, after using its best efforts, it is unable to obtain such agreements. For purposes of this Paragraph, “best efforts” includes the payment of reasonable sums of money in consideration of access. TRRI shall describe in writing its efforts to obtain access. If TRRI cannot obtain the necessary access agreements after using its best efforts, DEQ may obtain access for TRRI or assist TRRI in gaining access, using such means as DEQ deems appropriate, including ordering access under CECRA or other statutory authorities.
59. Notwithstanding any provision of this Agreement, DEQ retains all of its access authorities, including enforcement authorities related thereto under CECRA and any other applicable statutes or regulations.

Work Takeover.

60. In the event DEQ determines that TRRI has breached this Agreement by having ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner that may cause an endangerment to human health or the environment, DEQ may petition the Montana Court to compel specific performance or to declare TRRI’s obligations to perform the Work terminated due to its breach of the Agreement, so as to allow

DEQ to assume performance of all or any portion of the Work as DEQ determines necessary. Future Remedial Action Costs incurred by DEQ in itself completing the RI/FS subsequent to the Montana Court declaring TRRI's obligations to perform the Work terminated are not part of this Agreement, but, with regard to such costs, DEQ reserves the right to seek recovery in the Montana Action or an additional action against TRRI (or any other party potentially liable under CECRA or any other provision of law). Additionally, DEQ reserves all authority and reserves all rights to take any and all response actions authorized by law.

XIII. OBLIGATIONS UPON ISSUANCE OF THE FACILITY ROD BY DEQ

61. Upon issuance of the ROD, TRRI and DEQ may (1) individually or jointly petition the Montana Court to lift the stay and set a trial date as soon as convenient for the court; or (2) upon mutual agreement, enter into good faith negotiations for resolving the remainder of the Montana Action litigation by the entry of a Consent Decree under which TRRI would implement the ROD to DEQ's reasonable satisfaction. If the parties elect to negotiate but no agreement on TRRI's implementation of the ROD is reached within 90 Days of the issuance of the ROD, either party may petition the court to lift the stay and set a trial date as soon as convenient for the court.
62. Should TRRI and DEQ enter into a Consent Decree for implementation of the ROD, the Consent Decree shall provide how the trust funds described in Paragraph 24(c) will be used. Should TRRI and DEQ not enter into a Consent Decree for the implementation of the ROD, the trust funds and any additional funds guaranteed by TII pursuant to Paragraph 35 herein shall be made available to DEQ to implement the ROD, or any portion of the ROD, if it chooses to do so.

XIV. PENALTIES

63. DEQ hereby reserves its right to seek statutory or other penalties under CECRA, the Montana Water Quality Act or other legal authority for any party's failure to comply with that party's statutory obligations.

XV. RETENTION OF RECORDS

64. During the pendency of this Agreement and for a minimum of 10 years after the Effective Date, TRRI shall preserve and retain all non-identical copies of documents, records, and other information (including documents, records, or other information in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CECRA with respect to the Facility, regardless of any corporate retention policy to the contrary. TRRI shall also instruct its contractors and agents to preserve all documents, records, and other information of whatever kind, nature or description relating to performance of the Work for a period of 10 years commencing on the Effective Date.

65. At the conclusion of this document retention period, TRRI shall notify DEQ at least 90 Days prior to the destruction of any such documents, records or other information, and, upon request by DEQ, TRRI shall deliver any such documents, records, or other information to DEQ. TRRI may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by state law. If TRRI asserts such a privilege, in lieu of providing the document itself, TRRI shall provide DEQ with the following: 1) the title of the document, record, or other information; 2) the date of the document, record, or other

information; 3) the name and title of the author of the document, record, or other information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or other information; and 6) the privilege asserted by TRRI.

66. TRRI hereby certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Facility since notification of potential liability by DEQ.

XVI. FORCE MAJEURE

67. TRRI agrees to use its best efforts to perform all requirements of this Agreement within the time limits established under this Agreement or as otherwise reasonably directed by DEQ. However, the foregoing shall not limit the ability of the Montana Court to set a new time limit for good cause shown. In addition, a time limit established by this Agreement shall be extended if performance is delayed by a *force majeure*. For purposes of this Agreement, *force majeure* is defined as any event arising from causes beyond the control of TRRI or of any entity controlled by or associated with TRRI, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Agreement despite TRRI's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

68. If any event occurs or has occurred that may delay the performance of any obligation under this Agreement, whether or not caused by a *force majeure* event, TRRI shall

notify DEQ orally within five (5) Days of when TRRI first knew that the event would cause a delay. Within 10 Days thereafter, TRRI shall provide to DEQ in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and TRRI's rationale for attributing such delay to a *force majeure* event if it intends to assert such a claim. Unreasonable failure to comply with the above notification requirements shall be grounds for DEQ to deny TRRI an extension of time for performance. Any dispute that cannot be mutually resolved by DEQ and TRRI regarding the appropriate time for an extension request due to *force majeure*, or denial of an extension of time by DEQ, can be presented to the Montana Court for resolution.

69. DEQ shall respond to any asserted claim of *force majeure*, stating its agreement or disagreement, and providing to TRRI, where appropriate, an extension of the time for performance of the involved obligation. An extension of the time for performance of the obligation affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation.

XVII. RESERVATIONS OF RIGHTS BY DEQ

70. Except as specifically provided in this Agreement, nothing herein shall limit the power and authority of DEQ to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Facility or any other Montana Facility.

Further, nothing herein shall prevent DEQ from seeking legal or equitable relief to enforce the terms of this Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from seeking to require TRRI in the future to perform additional activities relating to the Facility pursuant to CECRA or any other applicable law.

71. DEQ reserves, and this Agreement is without prejudice to, all rights against TRRI with respect to all matters, including, but not limited to:

- i. claims based on a failure by TRRI to meet a requirement of this Agreement;
- ii. liability for remedial action costs;
- iii. liability for performance of response actions;
- iv. criminal liability;
- v. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and
- vi. liability arising from the past, present, or future disposal, release or threat of release of hazardous or deleterious substances at or outside of the Facility.

XVIII. OTHER CLAIMS

72. By issuance of this Agreement, DEQ assumes no liability for injuries or damages to persons or property resulting from any acts or omissions of TRRI.

73. Except as expressly provided herein, nothing in this Agreement constitutes a satisfaction of or release from any claim or cause of action against TRRI, TII or any person or entity not a party to this Agreement.

IXX. INTEGRATION/APPENDICES

74. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement.

XX. ADMINISTRATIVE RECORD AND PUBLIC COMMENT

75. DEQ shall determine the contents of the administrative record file for the Facility. TRRI shall submit to DEQ documents developed during the course of the RI/FS upon which selection of the Facility final remedy may be based. Upon request of DEQ, TRRI shall provide copies of plans, task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports and other reports. DEQ shall be responsible for maintaining the Administrative Record and conducting all associated community relations activities, such as providing a community information repository at or near the Facility, to house one copy of the administrative record.
76. DEQ shall solicit and consider public comment on (1) the final draft RI Report submitted by TRRI to DEQ; (2) the final draft FS Report submitted by TRRI to DEQ; and (3) the draft Proposed Plan prepared by DEQ. TRRI and its primary contractors performing the Work under this Agreement shall reasonably cooperate with DEQ in providing information regarding the Work to the public, and upon DEQ's reasonable request, shall reasonably participate in the preparation of such information for

dissemination to the public and shall reasonably participate in public meetings held by DEQ to explain activities at or related to the Facility.

XXI. SUBSEQUENT MODIFICATION

77. This Agreement may be amended by mutual agreement of the parties affected by the proposed amendment (e.g, for RI/FS items, by the mutual consent of only DEQ and TRRI). Amendments shall be in writing and shall be effective when signed by the affected parties.
78. No informal advice, guidance, suggestion, or comment by DEQ or DEQ representatives regarding reports, plans, specifications, schedules, or any other writing submitted by TRRI to DEQ shall relieve TRRI of its obligation to obtain any formal approval required by this Agreement, or to comply with all requirements of this Agreement, unless it is formally modified.
79. The Parties acknowledge that they have carefully reviewed this document, know its contents and have signed it freely and voluntarily after reviewing it with counsel of their choice. For the purposes of interpreting this Agreement, no party shall be deemed its author. The laws of the State of Montana shall govern its interpretation.
80. Each undersigned individual represents that the terms herein have been explained to them by their respective attorneys and that they have the authority to execute this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

TRINITY INDUSTRIES, INC.

TRINITY RAILCAR REPAIR, INC.

by _____, its _____

by _____, its _____

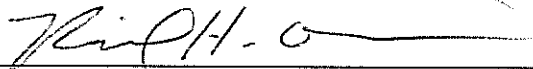
CMC HEARTLAND PARTNERS

HEARTLAND PARTNERS L.P.

by LAWRENCE ADELSON its _____

by LAWRENCE ADELSON, its _____

MONTANA DEPARTMENT OF
ENVIRONMENTAL QUALITY, an agency of
the STATE OF MONTANA


by RICHARD OPPER, its DIRECTOR

TRINITY INDUSTRIES, INC.

TRINITY RAILCAR REPAIR, INC.

by _____, its _____

by _____, its _____

CMC HEARTLAND PARTNERS

HEARTLAND PARTNERS L.P.

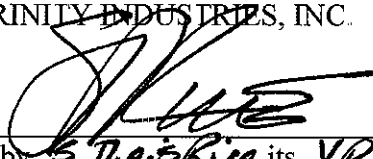
Lawrence Adelson
by LAWRENCE ADELSON its CEO

Lawrence Adelson
by LAWRENCE ADELSON, its _____
President / Managing General Partner


MONTANA DEPARTMENT OF
ENVIRONMENTAL QUALITY, an agency of
the STATE OF MONTANA

by RICHARD OPPER, its DIRECTOR

TRINITY INDUSTRIES, INC.


by S. Theis Rice its VP & CO

TRINITY RAILCAR REPAIR, INC.


by S. Theis Rice its VP

CMC HEARTLAND PARTNERS

HEARTLAND PARTNERS L.P.

by LAWRENCE ADELSON its _____

by LAWRENCE ADELSON, its _____

MONTANA DEPARTMENT OF
ENVIRONMENTAL QUALITY, an agency of
the STATE OF MONTANA

by RICHARD OPPER, its DIRECTOR

APPENDIX A

CECRA Facilities

CMC Asbestos Bozeman, Bozeman
Harlowton Milwaukee Roundhouse, Harlowton
Milwaukee Roundhouse, Deer Lodge
Milwaukee Road Haugan, Haugan

Potential CECRA Facilities:

Three Forks, MT

An old refueling site is located within the Chicago Milwaukee & Puget Sound Railway (Milwaukee Road) right-of-way between Railway Avenue and North Front Street in Three Forks. This area is adjacent to the original railroad ticket office and baggage room.

Great Falls, MT

In the NW¼, Section 4, Township 20 North, Range 4 East, is the site of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company (Milwaukee Road) yard for Great Falls. A Sanborn map for the site shows a turntable, engine house, fuel tank and an oil house. This location is east of the 38th Street and 8th Avenue North just north of a trailer park and the Morningside School.

In the NW¼, Section 11, Township 20 North, Range 3 East, between Central Avenue West and 1st Avenue North just below the North Montana Fairgrounds is the site of a number of former oil company facilities (Shell Oil Company, Arro Oil Company, Farmers Union Exchange and possibly Standard Oil) that were within the Milwaukee Road right-of-way.

Miles City, MT

Two oil companies' (Continental Oil and Pure Oil Company) facilities are located in the Milwaukee Road right-of-way south of the intersection of River Street and North 5th Street. This location is southwest of the CECRA facility along the main Milwaukee Road line.

Missoula, MT

Just south of the intersection of Hickory Street and South 4th Street East in Missoula there is an Independent Oil Company warehouse located on land identified as "Chicago Milwaukee & St. Paul R.R. Co's Warehouse Site".

APPENDIX B
MILES CITY RAILYARD FACILITY
SCOPE OF WORK

I. BACKGROUND

A. Objectives of the RI

The RI serves to obtain information and data necessary to:

1. adequately characterize the nature and extent of releases or threatened releases of hazardous or deleterious substances;
2. allow the effective development and evaluation of alternative remedies (for inclusion in the Feasibility Study (FS), if one is performed); and
3. allow an assessment of health and ecological risks.

B. Components of the RI

The RI shall:

1. include a detailed study of the nature and extent of releases or threatened releases of hazardous or deleterious substances at the Facility;
2. identify factors likely to affect hazardous or deleterious substance migration and factors likely to affect implementation of a remedy; and
3. include the following investigations with respect to the Facility:
 - a. Investigations of surface water drainage patterns and any surface water and sediment that may be present at the Facility. This assessment should be undertaken during periods of higher rainfall during which surface water (if any) would be present. This investigation should characterize any significant hydrologic features such as:
 - (1) the surface drainage patterns at the Facility (relevant to the direction and distance traveled by former surface spills from facilities), including storm water drainage patterns (to include any impoundments, lagoons, ponds, or basins) or other features that may accumulate or channel surface water or surface releases of hazardous or deleterious substances;
 - (2) the surface drainage patterns relevant to areas of erosion and sediment deposition, and the location of floodways, floodplains, and any ephemeral (temporary) wetlands;
 - (3) the relationship between surface water drainage patterns and groundwater, (i.e., discharge and recharge of groundwater to and from the Facility's aquifers);
 - (4) location (mapped) of surface water within one (1) mile of the Facility and the flow rates and directions of any moving water; and
 - (5) concentrations of hazardous or deleterious substances present in any surface water or sediment.
 - b. Investigations of surface and subsurface soils, including soils located in the vicinity of the sources of releases and soils that may have been impacted by

MILES CITY RAILYARD FACILITY SCOPE OF WORK

hazardous or deleterious substance migration (e.g., soils located beyond the PLP property boundaries), to characterize the horizontal and vertical distribution and concentrations of hazardous or deleterious substances in soil, and characterize physical, chemical, and biological properties of the soil that could affect the migration, accumulation, attenuation, and remediation of hazardous or deleterious substances. This investigation should:

- (1) locate areas where hazardous and deleterious substances are present in surface and subsurface soil at and around the Facility;
- (2) characterize the chemical contaminants and the concentrations of these substances present in soil (this data should be of sufficient quality to allow a quantifiable risk assessment); and
- (3) evaluate the horizontal and vertical extent of materials/media contaminated above Preliminary Remediation Goals (for volume estimates).

c. Investigations of Facility geology and hydrogeology to characterize the horizontal and vertical distribution and concentrations of hazardous or deleterious substances in groundwater. These investigations shall characterize any contamination that is dissolved in the groundwater, present as non-aqueous phase liquids in the aquifer, and present in the vadose zone. As appropriate, the investigations shall characterize the Facility geology and hydrogeology including, but not limited to, the following:

- (1) summary of Facility geology (stratigraphy, structure, surficial/unconsolidated deposits, bedrock units, major aquifer boundaries, etc.).
- (2) characterization of hydrogeologic units, including lithology and hydraulic conductivity, and an interpretation of the vertical connection between hydrogeologic units;
- (3) regional and Facility-specific groundwater flow patterns (direction, velocity, and horizontal and vertical flow components);
- (4) location of groundwater discharge and recharge areas and groundwater divides;
- (5) seasonal variations in groundwater flow regime;
- (6) an interpretation of the hydraulic connection between the groundwater and surface water flow;
- (7) groundwater characterization to identify contamination within the aquifers beneath and adjacent to the Facility, including the full vertical and horizontal extent of contamination in water-bearing units. An identification should be made of past and present source areas located at and around the Facility, and any offsite migration of contaminants (to include vertical and lateral extent of contamination in aquifers);
- (8) mapped locations, depths, static water levels, owners, and usage of public and private wells at the Facility and within a one-half mile radius of the Facility. Groundwater analytical data should be collected for all public and private wells at, and within the area of known contamination, or within areas potentially impacted by contamination from the Facility; and
- (9) an interpretation of the influence of nearby water-supply or production

MILES CITY RAILYARD FACILITY SCOPE OF WORK

- wells, leaking water lines/tanks, and other utility conduits on hydrogeology at the Facility.
- d. Identification and delineation of areas that may be susceptible to migration in air of hazardous or deleterious substances, based on soil particle size and other relevant factors, including migration of subsurface contaminants into indoor air. This should include a determination of seasonal patterns of rainfall, humidity, temperature, prevailing wind direction, wind velocity and the magnitude and frequency of significant storm events and other meteorological factors which could affect air migration of hazardous or deleterious substances under current conditions and during possible remedial earth-moving activities; and possible monitoring of air for hazardous or deleterious substances.
 - e. Investigations of the sources of past or ongoing releases with a characterization of the concentrations and volumes of hazardous and deleterious substances associated with these sources.
 - f. Investigations to identify human populations exposed or potentially exposed to the releases and the pathways of the exposure or potential exposure. Include identification of present and possible future land and groundwater uses and zoning for the Facility and potentially affected areas. Relevant to this investigation are the analytical data for environmental samples collected from air, soil, surface water and sediment, and groundwater at and adjacent to the Facility. These data need to be of sufficient accuracy and precision, and of appropriate analytical parameters to allow completion of a quantified risk assessment.
 - g. Investigations to identify the ecological receptors, such as sensitive environments, plant and animal species, and other ecological receptors affected or potentially affected by the release(s) and the pathways of the exposure or potential exposure to ecological receptors.
 - h. Investigations to collect site-specific data necessary to complete a fate and transport analysis of contaminants through the vadose zone.

II. RI WORK PLAN

A. Components of the RI Work Plan

The Work Plan shall include the following components:

- 1. a **Site characterization/comprehensive data summary report** which compiles available information regarding the Facility and releases at the Facility. This is an appropriate section to include much of the information presented in any previous reports. The Site characterization /comprehensive data summary report consists of:
 - a. General information such as project title, legal description of the Facility location, and general Facility location and description.
 - b. A chronological listing of owners, operators, transporters, and generators.
 - c. A history of operations including identification and a summary of any records

MILES CITY RAILYARD FACILITY SCOPE OF WORK

relating to hazardous or deleterious substances, dates of operation, a description and location (including maps) of all components (including all underground components, i.e., product pipelines) associated with any hazardous or deleterious substance, and any available historical engineering drawings of the processes for receiving, handling, and distribution of hazardous materials at the Facility.

- d. A **comprehensive data summary**, including maps and data tables, of all previous investigations to date, including available information on the physical and chemical characteristics, concentrations, and volumes of media affected by the release of hazardous or deleterious substances, and an analysis of existing data on the release with an evaluation of the precision, quality, and usability of that data and an identification of data gaps.
- e. A complete history of regulatory involvement at the Facility including the timeframes, reasons for involvement, activities regulated by each agency, and any environmental permits related to the Facility. The history should also include a description of all previous remedial actions taken at the Facility, including the demolition of buildings, fuel lines, and storage tanks, and any prior or ongoing removal of hazardous or deleterious substances.
- f. A description of natural features of the Facility such as regional and local topography, geology, soil, meteorology, ecology, demography, hydrology and hydrogeology. Existing information on the Facility characteristics to be investigated shall be incorporated. The hydrology/hydrogeology characterization should include:
 - (1) a summary of available groundwater and surface water quality data;
 - (2) a description of current and possible future uses of surface water and groundwater at or near the Facility to include identification of area wells and well log information for wells within one-half mile of the Facility, including industrial, commercial, irrigation, stock, drinking water, and monitoring wells;
 - (3) a description of groundwater aquifers and the connection between aquifers;
 - (4) surface water and groundwater flow rates and directions;
 - (4) location of surface water within one (1) mile of the Facility;
 - (5) groundwater and surface water classification;
 - (6) location of groundwater discharge/recharge; and
 - (7) description of surface water drainage patterns.
- g. A description of current and possible future land use of the Facility and surrounding areas, including zoning information.
- h. An existing conditions map of the facility illustrating relevant current facility features such as property boundaries, surface topography, surface and subsurface structures, utility lines/easements, pipelines, well/borehole locations,

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general areas of known or suspected contamination, wetlands or floodplains, areas of ongoing erosion, and other pertinent information.

- i. A conceptual exposure model identifying sources of hazardous or deleterious substances, potential hazardous or deleterious substance migration pathways, including release mechanisms and exposure mediums, and human and ecological receptors.
 - j. Current and historical aerial photos, as well as Sanborn Fire Insurance maps.
 - k. Name and location of regulated site(s) (i.e., LUST, WQA, ENFD, spills) within ¼ mile of the facility.
 - l. Any other pertinent available information.
2. a **sampling and analysis plan(s) (SAP)** which details the specific investigations to be conducted and the procedures to be followed in the RI. Data gaps identified in the site characterization/comprehensive data summary report shall be addressed by the SAP.

The SAP shall consist of:

- a. a **field sampling plan** that presents a detailed description of all field investigation methodologies, sampling, data gathering, and analytical methods used to conduct the RI. The field sampling plan shall address:
 - (1) objectives;
 - (2) specific description of proposed sampling design for the initial and ongoing groundwater, soil, surface water/sediment, and air monitoring;
 - (3) schedules and task assignments;
 - (4) access arrangements for sampling onsite and for sampling third party properties;
 - (5) field verification procedures including, but not limited to:
 - (a) monitoring well specifications and procedures for installation and development;
 - (b) survey of monitoring wells for location and elevation, with the survey tied in to a known USGS benchmark;
 - (c) methods for determination of groundwater flow direction and rate and aquifer characteristics;
 - (d) identification of all physical hazards; and
 - (e) identification of all plumbing, pipeways, product conveyance lines, foundations, trenches, recovery sumps, and all other related underground features at the Facility;
 - (6) sampling procedures including, but not limited to:
 - (a) sampling methods;
 - (b) sample locations (both planimetric and vertical) and ID numbers (map);
 - (c) survey of sample locations for remedial purposes;
 - (d) frequency and order of sample collection;

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- (e) decontamination of equipment to prevent cross-contamination;
 - (f) sample media (soil, groundwater, surface water, sediment, air, or waste) and objectives;
 - (g) quality assurance/quality control (QA/QC) samples;
 - (h) sample labeling procedures, with shipping and handling arrangements;
 - (i) split sampling opportunity; and
 - (j) analytical parameters, including:
 - i) justifications for choice of analyses;
 - ii) laboratory and analytical method identification, including detection limits;
 - iii) comparison of Method Detection Limits (MDLs) to Preliminary Remediation Goals (PRGs)
 - iii) sample containers, preservation and documentation methods, and holding times; and
 - iv) laboratory-generated QA/QC samples.
 - (7) procedures (including any hazardous waste issues) for management of investigation-derived wastes (IDW) including, but not limited to, drill cuttings, purge water, wash water, and disposable equipment/clothing; and
 - (8) list of supplies and equipment to be used for the investigation.
- b. a **quality assurance project plan (QAPP)** presenting the policies, organization, objectives, functional activities, and specific quality assurance and quality control activities designed to ensure data validity that addresses:
- (1) field QA/QC methods:
 - (a) standard operating procedure for field sampling methods;
 - (b) field documentation methods;
 - (c) frequency of QA/QC samples (duplicates, rinsates, blanks);
 - (d) field instrument calibration;
 - (e) preventive maintenance and corrective action procedures and schedule for field equipment;
 - (f) field chain of custody procedures.
 - (2) laboratory analytical protocol (LAP):
 - (a) laboratory identification;
 - (b) sample custody;
 - (c) analytical turn-around time;
 - (d) calibration procedures and frequency;
 - (e) data reduction, validation, and reporting;
 - (f) internal quality control checks;
 - (g) laboratory chain of custody procedures;
 - (h) performance system and audits; and
 - (i) specific procedures for routine assessment of data precision, representativeness, accuracy, and completeness.
 - (3) data reduction, documentation, validation, reporting, and tracking procedures for both field and laboratory data.

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- c. a site-specific **health and safety plan** describing the procedures to be employed to comply with applicable federal and state health and safety laws and regulations that addresses:
 - (1) levels of protection;
 - (2) hazard evaluation;
 - (3) waste characteristics;
 - (4) special site considerations;
 - (5) medical surveillance and emergency information;
 - (6) personnel responsibilities and training;
 - (7) decontamination procedures, including:
 - (a) entry and exit controls;
 - (b) disposal of wastes (IDW) from sampling effort; and
 - (c) equipment and personnel decontamination.

DEQ will not approve the site-specific health and safety plan.

- 3. a description of any other information collection and evaluation activities necessary for the RI.
- 4. a requirement to provide an **RI Report**. The Work Plan shall provide for the submittal of a draft RI Report which meets DEQ reasonable satisfaction.

B. Components of the RI Report

The **RI Report** shall consist of:

- 1. a general introduction describing the purpose and organization of the report and providing a summary of the site characterization/data summary report;
- 2. a summary of the investigations conducted pursuant to the RI Work Plan;
- 3. a summary of general field observations and any deviations from the RI Work Plan;
- 4. a natural features characterization incorporating the information presented in the Work Plan and any additional information on natural features characterization developed in the execution of the RI Work Plan;
- 5. all validated field and laboratory analytical results which may be separately presented in an appendix;
- 6. all field notes and borehole and monitoring well logs showing well construction details and driller's observations, which may be presented separately in an appendix;
- 7. a presentation and evaluation of the results of the investigations conducted pursuant to the RI Work Plan to include potentiometric maps, sample location maps, and hazardous or deleterious substance concentration maps [to include maps depicting light non-aqueous phase liquid (LNAPL) and contaminant concentrations and the lateral and vertical extent of contamination];
- 8. an evaluation of the horizontal and vertical extent of contamination in each affected medium;
- 9. a presentation and evaluation of the QA/QC results according to the QAPP;

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10. an evaluation of the fate and transport of hazardous and deleterious substances at the Facility;
11. identification of alternative remedies to be evaluated and any additional sampling or treatability studies to be conducted in the FS;
12. a discussion of potential hazardous or deleterious substance migration routes and human and ecological receptors;
13. a summary of any other pertinent information obtained during the RI; and
14. conclusions and recommendations for further remedial actions.

DEQ will submit the final draft RI Report to the public for review and comment. After the public review and comment period, DEQ shall finalized the RI Report with TRRI's assistance.

III. RISK ASSESSMENT WORK PLAN AND REPORT

A risk assessment is intended to estimate potential human health and environmental risks posed by current and potential future conditions assuming no further remediation of the Facility. The Risk Assessment Work Plan shall describe the approach to the risk assessment and shall facilitate discussions among all interested parties on the appropriate ways to evaluate risks for the Facility and surrounding area. The Risk Assessment Work Plan shall address both human health and ecological impacts. The Risk Assessment Work Plan shall, at a minimum, include the following information:

1. Facility history and Facility setting, including demographic information;
2. Data evaluation and selection of chemicals of potential concern (COPC), including:
 - a) Data summary;
 - b) Data evaluation; and
 - c) Selection of COPC for each medium;
3. Human health risk assessment:
 - a) Exposure assessment, including:
 - i) Site conceptual exposure model;
 - ii) Potential receptors and exposure pathways;
 - iii) Exposure assumptions;
 - iv) Definition of exposure areas and calculation of exposure point concentrations; and
 - v) Calculation of chronic daily intakes;
 - b) Toxicity assessment, including:
 - i) Chemical carcinogens;
 - ii) Systemic carcinogens;
 - iii) Toxicity criteria; and
 - iv) Uncertainties associated with toxicity assessment;
 - c) Risk Characterization, including:
 - i) Cancer risk estimates;
 - ii) Noncarcinogenic hazard estimates; and
 - iii) Evaluation of uncertainties;
4. Ecological risk assessment;
5. Development of remediation goals, including:
 - a) Human health-based remediation goals; and
 - b) Remediation goals based on fate and transport analyses; and

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6. Completed tables 1, 2, 4, 5, and 6 of RAGS Part D.

The draft and final Risk Assessment Report must provide data sufficient in quantity and quality to demonstrate protection of human health and the environment. Data must represent potential exposures at the site. The Risk Assessment Report must be based on the Risk Assessment Work Plan and must, at a minimum, include the following information:

1. A brief summary of the Facility background;
2. A brief summary of the data sets used in the assessment;
3. A brief summary of the COPCs evaluated;
4. A brief summary of the exposure areas, receptors, pathways, and assumptions evaluated;
5. Calculation and discussion of the exposure point concentrations for the receptors and pathways;
6. A brief summary of the toxicological criteria used;
7. Calculation and discussion of the carcinogenic and non-carcinogenic risks for the receptors and pathways;
8. Discussion of uncertainties;
9. Ecological risk assessment;
10. Fate and transport analysis;
11. Calculation of remediation goals based on direct contact;
12. Calculation of remediation goals based on protection of groundwater; and
13. Completed Tables 1-10 of RAGS Part D.

IV. FS WORK PLAN

The FS Work Plan must include, at a minimum, the following:

1. An identification of the remedial action objectives specifying contaminants and media of concern, potential exposure pathways, and preliminary remediation goals;
2. An identification and evaluation of potentially suitable technologies, including alternative treatment technologies and resource recovery technologies. In addition to all other alternative remedies developed for the Facility, the no action alternative shall be developed;
3. An identification of suitable technologies assembled into alternative remedies;
4. An identification of the FS tasks, including procedures for evaluation of alternative remedies;
5. An identification of any necessary treatability studies. If treatability studies are necessary, a Treatability Study Work Plan shall be prepared and shall include:
 - a) A project description and Facility background describing the Facility and the type, concentration, and distribution of hazardous or deleterious substances;
 - b) A remedial technology description describing the technology(ies) to be tested either in a bench scale or pilot scale test and the test(s) objective(s);
 - c) If a bench scale test is to be conducted, a description of the specialized equipment and materials required for the test and sequential description of the experimental procedures to be performed to include identification of the variable conditions to be tested.
 - d) If a pilot scale test is to be conducted, a description of pilot plant installation and start-up equipment and methods and a description of pilot plant operation and maintenance

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- procedure to include listing the various operating conditions which are to be tested;
6. A Sampling and Analysis Plan, if sampling other than that covered in the Treatability Study Work Plan will be performed during the FS;
 7. A requirement that each remedy alternative comply with the requirements contained in § 75-10-721(1) and (2), Montana Code Annotated (MCA). The requirements contained in § 75-10-721(1) and (2), MCA, against which each alternative remedy shall be evaluated, include the following:
 - a) Attainment of a degree of cleanup of the hazardous or deleterious substance and control of a threatened release or further release of that substance that assures protection of public health, safety, and welfare and of the environment;
 - b) Compliance with and cleanup consistent with applicable and relevant state or federal environmental requirements, criteria, or limitations;
 - c) Consideration of present and reasonably anticipated future uses of the Facility;
 - d) Demonstration of acceptable mitigation of exposure to risks to the public health, safety, and welfare and the environment;
 - e) Long-term and short-term effectiveness and reliability;
 - f) Technical practicability and implementability;
 - g) Use of treatment technologies or resource recovery technologies, if practicable, giving due consideration to engineering controls; and
 - h) Cost effectiveness.
 8. A requirement to provide an Initial Alternatives Screening Document which shall consist of:
 - a) Identification and description of all potential remedy alternatives;
 - b) Description of the evaluation criteria used in the initial screening of remedy alternatives;
 - c) Initial evaluation of remedy alternatives according to criteria designed (as listed in SOW item IV.7 above) to eliminate those remedies that are clearly infeasible or inappropriate, prior to undertaking a detailed evaluation; and
 - d) Documentation of the rationale for eliminating any remedies from further detailed evaluations.
 9. A requirement to provide an FS Report. The FS Work Plan shall provide for submittal of a draft FS Report, as described in SOW item V below, which meets DEQ reasonable satisfaction.

V. FEASIBILITY STUDY

The draft FS must include, at a minimum, the following components:

1. An introduction describing the purpose and organization of the report and general background information;
2. A presentation and discussion of results of treatability studies including an assessment of the success of the test(s) and an evaluation of the results as they pertain to the selection of the remedy;
3. A presentation and evaluation of the results of any investigations conducted in addition to treatability study investigations pursuant to the FS Work Plan;
4. A presentation and evaluation of the QA/QC results according to the Quality Assurance Program Plan (QAPP);
5. All validated field and laboratory analytical results for samples collected during any

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Treatability Studies and during the FS, as well as for samples collected during the RI which are discussed in the FS, all of which may be separately presented in an appendix;

6. A summary of any deviations from the FS Work Plan;
7. A presentation and discussion of results of the detailed alternatives analysis;
8. Appendices containing the health and ecological risk assessments and DEQ's analyses of environmental requirements, criteria and limitations; and
9. Other pertinent information obtained during the FS.

DEQ will submit the final draft FS Report and DEQ's proposed plan for final cleanup to the public for a minimum of a sixty (60) day review and comment period. After the public review and comment period, DEQ shall finalized the FS Report with TRRI's assistance.